

# SAKHISIZWE LOCAL MUNICIPALITY



## TENDER DOCUMENT

### APPOINTMENT OF A PROFESSIONAL SERVICES FOR PAVING OF MASIMINI INTERNAL STREETS

**BID NO: SLM/SCM/60/2024/2025**

**ISSUED BY:**

**MUNICIPAL MANAGER**

Sakhisizwe Local Municipality

P O Box 26

**CALA**

5455

Tel: 047 877 0000

Fax: 040 673 3771

NAME OF TENDERER: \_\_\_\_\_

TENDER SUM : \_\_\_\_\_

CSD NUMBER : \_\_\_\_\_

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## **T1.1 Tender Notice and Invitation to Tender**

	<p><b>BID INVITATION</b> <b>SAKHISIZWE MUNICIPALITY</b></p>
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### **BID INVITATION**

Bids are hereby invited from suitable qualified service providers for the Sakhisizwe Local Municipality projects as per the following description:

Bid Number	Bid Description	Functionality		Enquiries	Closing Date
Bid No: SLM/SCM/60/2024/2025	APPOINTMENT OF A PROFESSIONAL SERVICES FOR PAVING OF MASIMINI INTERNAL STREETS	Project Expertise	35	Technical Queries: Mr .L.Tyobeka at (045)93 11011 email address: <a href="mailto:pmutech.sakhisizwe@gmail.com">pmutech.sakhisizwe@gmail.com</a> .  SCM enquiries: Ms S. Ntanjana: 045 931 1011, Email: <a href="mailto:sinazontanjana@sakhisizwe.gov.za">sinazontanjana@sakhisizwe.gov.za</a>	20 June 2025 @12H00 15 Maclear Road, Elliot
		Methodology	15		
		Infrastructure and Technology	25		
		Professionalism of the Tendering Firm	10		
		Labour Intensive Design and Construction Methods and SMME Development	05		
		Track Record, Experience and Understanding Municipal Environment	10		
		TOTAL	100		

Bidders are to note that a Pre-Qualification evaluation will be undertaken. A minimum of 80 points out of 100 must be scored to proceed to the Financial Evaluation.

**Evaluation Criteria 80/20 Price=80 Specific Goals=20: Specific Goals: Black Owned Company 02 Points, Locality 08 Points, Woman Owned Company 02 Points, Youth Owned 08 Points (attach a full CSD report/statement of Municipal account/ proof of residence/Letter from Medical Practitioner confirming disability)**

The terms of reference are detailed in the Bid Document

**OBTAINING OF TENDER DOCUMENT:** Tender documents are obtained from e-tender portal ([www.etenders.gov.za](http://www.etenders.gov.za)) and Sakhisizwe Website ([www.slm.gov.za](http://www.slm.gov.za))

Completed sealed bids and supporting documents, addressed to the Municipal Manager and marked with “**Description of the project and the bid number**” must be deposited in the Bid box situated at Budget office Sakhisizwe Municipal offices 15 Maclear Road, Elliot, 5460, not later than 20 June 2025, @ 12H00. at which the tenders will be opened in public.

**The following compulsory supporting documents shall accompany your submissions:**

- Fully completed and signed Bid document (MBD 1 to 9)
- Latest Full CSD Report (Not older than 3 Months)
- Proof of registration with ECSA OR equivalent (All Professional Services Projects)
- Certified Copy of identity documents (not older than 6 months)
- Municipal billing clearance certificates or Statement (not older than 3 months)/ a lease agreement signed by both parties lesser and lessee in the case of a tenancy or accompanied by municipal rates (not council proof of residence)/services certificate/ statement indicating that the owner not the tenant is responsible and that no dispute exists between such bidder and the municipality concerned in respect of any such arrear amounts. Bidders who reside

within the Sakhisizwe Local Municipality jurisdiction will be verified with Sakhisizwe Local Municipality Revenue Section.

- If Joint venture, Joint venture Agreement must be attached.
- All alterations in prices/quotes must be signed for and failure to sign will result in tender deemed non-responsive, use of tip-ex is prohibited, and the tender will be deemed non-responsive.

**NB: Failure to meet the above conditions of the bid will lead to automatic disqualification.**

**The Bidders shall also take note of the following conditions of the bid:**

- All prices shall be quoted in South African currency (R) Inclusive of VAT.
- The Sakhisizwe Local Municipality does not bind itself to accept the lowest tender or any other tender and reserves the right to accept the whole or part of the tender thereof.
- Late, faxed, e-mailed and/or un-signed documents will not be considered.
- Bids submitted are to hold good for a period of 90 days.
- No tenderers will be considered from the persons in the service of the state.

**MR S.G. SOTSHONGAYE**  
**MUNICIPAL MANAGER**

## 1. PURPOSE

Sakhisizwe Municipality seeks to appoint a suitably qualified, competent, and experienced Professional Service Provider - Civil Engineering Consultant, for planning, design, supervision, and construction monitoring until the completion stage of the project in Masimini Location.

Additional Services such as OHS Consultants, Survey, Geotechnical reports

## 2. BACKGROUND

Sakhisizwe Local Municipality has prioritised in its three - year capital plan the Paving of Masimini Internal streets. The project will be implemented in ward 2 and 3 in Elliot.

The Scope of Works generally includes Civil Engineering Works:

- No. of kilometres of Paved road with its related storm water management.

## 3. PROJECT DELIVERABLES

1. The main project deliverables are as follows:

- Confirmation of project scope.
- Site investigation tasks such as Survey, Geotechnical, Borrow Pits & Licenses, Environmental assessment, etc.)
- Preparation of a Detail Design Report
- Project Cost Estimate
- Preparation of Tender Documentation with Detailed Schedule of Quantities
- Site Supervision / Construction Monitoring
- Preparation of Close-out report to include as-built drawings.

## 4. COMPREHENSIVE SCOPE OF WORKS

2. A comprehensive scope of works is as follows:

Stage	Activities
1. Inception	<b>Inception Report covering</b> <ul style="list-style-type: none"> <li>• Report on project, site, and functional requirements.</li> <li>• Agreed scope of services and work.</li> <li>• Consultants Team with Organogram and responsibilities.</li> <li>• Schedule of required surveys, analyses, site and other investigation.</li> </ul>

	<ul style="list-style-type: none"> <li>• Project Implementation Time Frame.</li> </ul>
2. Concept and Viability (Preliminary Design)	<b>Preliminary Report covering</b> <ul style="list-style-type: none"> <li>• Construction Specifications.</li> <li>• Result/analyses/report of Survey and investigations.</li> <li>• proposed design drawings.</li> <li>• Cost estimates in the form of Bill of Quantities along with cost analyses and life cycle costs.</li> <li>• Alternatives if envisaged.</li> <li>• EIA and EIM reports.</li> </ul>
3. Design Development (Detail Design)	<b>Detail Design Report covering</b> <ul style="list-style-type: none"> <li>• Design concept, final and accepted.</li> <li>• SHM, FSOW and DRT Presentations.</li> <li>• Construction Specifications, final and accepted.</li> <li>• Result/analyses/report of Survey and investigations, final and accepted.</li> <li>• Detail design drawings, final and acceptance.</li> <li>• Cost estimates in the form of Bill of quantities, final and accepted.</li> </ul>
4. Documentation and Procurement	<b>Tender Documents covering</b> <ul style="list-style-type: none"> <li>• Specifications</li> <li>• Working drawings</li> <li>• Bill of quantities</li> <li>• Project budget, final estimates.</li> <li>• Tender evaluation report and recommendations.</li> </ul>
5. Contract Administration and Inspection	<b>Construction monitoring and quality management</b> <ul style="list-style-type: none"> <li>• Project Steering Committee.</li> <li>• Project planning and control.</li> <li>• Progress reports.</li> <li>• Meetings</li> <li>• Occupational Health and Safety Issues.</li> <li>• Quality Control Measures.</li> </ul>
6. Close-Out	<b>Project Close-Out stage</b> <ul style="list-style-type: none"> <li>• As-built drawings</li> <li>• Project Handover</li> <li>• Close-out report</li> </ul>

**BID NO.: SLM/SCM/60/2024/2025**

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**APPOINTMENT OF A PROFESSIONAL SERVICES FOR PAVING  
OF MASIMINI INTERNAL STREETS**

**PART T.1.2.**

**TENDER DATA**

**SAKHISIZWE LOCAL MUNICIPALITY****APPOINTMENT OF A PROFESSIONAL SERVICES FOR PAVING OF MASIMINI INTERNAL STREETS****Tender Data (T1.2)**

The conditions of tender are the standard conditions of tender as contained in Annexure F of the CIDB Standard for Uniformity in Construction Procurement as published in Board Notice 12 of 2009, Government Gazette No 31823 of 30 January 2009 of Construction Industry Development Board (CIDB) Standard for Uniformity in construction Procurement

The standard Conditions of tender make several references to the tender Data for details that apply specifically to this tender. The tender data make shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender. Each item of Data given below is cross- referenced to the clause in the standard conditions of Tender to which it mainly applies.

The following variations, amendments and additions to the Standard conditions of tender as set out in the Tender Data below shall apply to this tender.

Clause number		
F.1.1	The Client is: MUNICIPAL MANAGER SAKHISIZWE LOCAL MUNICIPALITY (SLM) P.O. Box 21 ELLIOT 5460	
F.1.2	The Bid documents issued by the Client comprise: Part T1- Tendering procedures T1.1 Bid notice and invitation to tender T1.2 Bid data Part T2- Returnable documents T2.1 List of returnable documents T2.2 Bid Schedules (Included in T2.1) Part C1: Site Information C1 Site Information	
F.1.4	The Client's representative is: Name: Mr L. Tyobeka Tel: 047 877 0000 PMU Technician: Technical & Infrastructure Department	Address: Erf 5556 Umthatha Road. Cala 5455
F.2.1	1) Only bidders who meet minimum requirements will be deemed to be acceptable bids - see F3.11 below.	

Bidder  
Witness2

Witness 1

Witness 2



Employer

Witness 1



F2.5	The service provider is deemed to be in possession and have knowledge of the documents referred to in these documents but not attached.
F.2.12	No alternative bid offer will be considered
F.2.13.5	<p>The client's address for delivery of bid offers and identification details to be shown on the bid offer package are:  Location of Bid box: -- SAKHISIZWE LOCAL MUNICIPALITY, ELLIOT, 5460;  BID NO.: SLM/SCM/60/2024/2025</p> <p>Physical address: 15 Maclear road, Elliot, 5460</p>
F 2.13.3	Bids may only be submitted on the Bid documentation issued by the SLM.
F2.14	Take particular note of this clause and ensure that you have provided all the data, information and documents requested and completed all documents/forms/schedules required.
F.2.15	The closing time for submission of bids is <b>20 JUNE 2025 at 12:00 AM.</b>
F.2.16	Tender validity period of 90 days from closing date and no late, faxed, e-mailed or other form of tender than physical will be accepted.
F.2.23	<p>The bidder is required to <i>submit with his bid</i>.</p> <p>(1) a valid original Tax Clearance Certificate, or copy thereof, issued by the South African Revenue Services;</p>
F.3.11.5	<p><b>The following steps will be followed during evaluation.</b></p> <ol style="list-style-type: none"> <li>1. Determination of whether or not tenders are complete.</li> <li>2. Determination of whether or not tenders are responsive.</li> <li>3. Determination of functionality of tenderers.</li> <li>4. Determination of the reasonableness of the tenders.</li> <li>5. Awarding of points.</li> <li>6. Ranking of tenderers according to the total points accumulated.</li> <li>7. Performance of risk analysis by checking the credit record of the tenderers.</li> </ol> <p>The evaluation of Tenders will be conducted in the following three stages as follows:</p> <p><b>(a) Stage 1: Compliance</b></p> <p>This stage determines on whether or not Tenders received are compliant and responsive</p> <p><b>(b) Stage 2: Functionality</b></p> <p>Secondly, the assessment of functionality will be done in terms of the functionality evaluation criteria, bidders who score minimum requirements of 80 points will be evaluated further and therefore eligible for award.</p>

Bidder  
Witness 2

Witness 1

Witness 2

Employer

Witness 1

No			Total Points allocated	Qualitative Indicator or Prompt for judgement for functionality	
<b>1</b>	<b>Specific Project Expertise within the Employ of the Tenderer.</b>	<b>No Required</b>	<b>35</b>		
1.1	Registered Professional Civil Engineer/Technologist (Minimum 10 years' experience after registration - ECSA)	1	10		
1.2	Contracts Manager with NQF Level 7 in Civil Engineering, at least 10 years post-grad experience in roads and storm water	1	10		
1.3	Registration of company director with ECSA as an Engineer / Technologist	1	10		
1.4	Company Organogram with clear responsibilities Attach qualifications	1	5		
<b>2.</b>	<b>Methodology</b>	<b>No Required</b>	<b>15</b>		
2.1	Methodology Points will only be claimed when a relevant and clear methodology is submitted.  Should have the following topics.  <ul style="list-style-type: none"> <li>• Scope management</li> <li>• Quality management</li> <li>• Risk management</li> <li>• Time management</li> <li>• Cost management</li> </ul>	-	15		
	<b>Infrastructure and Technology</b>	<b>No Required</b>	<b>25</b>		
3.1.	Fully Operational Office (attach proof)	1	5	No Office = 0 points	1 X office= 5 points
3.2.	Complete computer hardware (Minimum of 5 computers) (screen shot of serial number or proof of purchase with the company name)	5	5	1 to 4 = 1 point	5 and above = 5 points
3.2.	Required Design and Draughting Software for Civil Engineering Projects. (screen shot of serial number or proof of purchase with the company name)	1	10	No required design software	Required software = 10 points

				= 0 points	
3.3	Drawing Plotter ( Minimum to print A1 drawings) (screen shot of serial number or proof of purchase with the company name)	1	5	Zero required plotter = 0 points	Required Plotter = 5 points
<b>4.</b>	<b>Professionalism of the Tendering Firm</b>	<b>No Required</b>	<b>10</b>		
4.1	Registration with a recognized Professional Body (CESA, SABTACO, etc attach proof)	1	5	No registration with Pro-Body = 0 points	Registration with Pro-Body = 5 points
4.2.	Proof of Professional Indemnity Insurance (minimum of 10mil attach proof)	1	5	No Pro-Indemnity = 0 points	Pro- Indemnity = 5 points
<b>5.</b>	<b>Labour Intensive Design and Construction Methods and SMME Development</b>	<b>No Required</b>	<b>5</b>		
5.1	Proof of NQF Level 7 accreditation: Develop and Promote Labour-Based Construction Strategies after this qualification.	1	3	1 to 3 years' experience = 1.5 points	4 to 6 years' experience = 3 points
5.2	Proof of NQF Level 5 Accreditation: Manage Labour intensive Construction Projects after this qualification.	1	2	1 to 3 years' experience = 1 point	4 to 6 years' experience = 2 points
<b>6.</b>	<b>Track Record, Experience and understanding Municipal Environment</b>	<b>No Required</b>	<b>10</b>		
<b>6.1</b>	Total number of roads & stormwater projects completed	5 projects	10	0 to 2 Projects = 0 points	3 and above projects = 10 points
	<b>Total</b>		<b>100</b>		
	<b>Minimum Threshold</b>		<b>80</b>		

## 1. DURATION OF THE PROJECT

The project duration is estimated to be **Twelve (12) months** from the Inception Stage to the Close-out Stage. Designs and tender documentation will be done within a period of **two (2) months** and two (2) months for the procurement of a contractor and the remaining **six (6) months** will be for construction, and close-out stages.

## 2. APPOINTMENTS AND PAYMENTS

On appointment, the fees will change, and increase/decrease based on the contractor's appointment (cost of works), the estimated distances, and the duration of the project. The adjustment will be an attachment to the Bidders Services Level Agreement (SLA).

Payment will be processed twice a month, by the 15<sup>th</sup> and 25<sup>th</sup> of every month timeously during the contract period. The Municipality is required to pay its suppliers within thirty days of submission of the documents.

No service provider will be paid if it is non-compliant with SARS and as per the requirements by SCM of the Municipality.

## 7. FEE STRUCTURE FOR CIVIL ENGINEERING PROJECTS AS PER ECSA GUIDELINES

Bidders to use **Annexure A: Pricing Schedule** for the provision of the offer

### 3. 7.1 NORMAL FEES

Bidders are required to determine the Normal Fees by using the ECSA Guidelines as gazette on the 26 March 2021. **The fee must then be multiplied by the relevant factor from the tables provided from the guide and the Description of works clearly indicated.**

Stage of Services	Typical percentage points for each stage
1.Inception	
2.Concept and Viability	
3.Design Development	
4.Documentation and Procurement	
5.Contract Administration and Inspection	
6.Close-Out	

### 4. 7.2 ADDITIONAL SERVICES FEES

**Specialist sub-consultants:** The services here under are additional to the normal services provided by the consulting engineer and are specifically aimed at providing Specialist sub-consultants. It is mandatory under these services that **Health and Safety agent** is provided.

Bidders are therefore required to provide all Specialist sub-consultants that will be required and relevant to the project, these will be remunerated as a **Lump-Sum** or **Time-Based Fees**. The agreement on the scope of services and remuneration will be in writing and should be concluded before the services are rendered.

**Construction Monitoring:** As per the ECSA Guidelines Bidders will be compensated for traveling and time spent on site during implementation stage of the project over and above the percentage-based fees (Contract Administration and Inspection). **Level 3** monitoring is recommended and will be administered and remunerated as **monthly costs**.

***NB: All additional services are important Bidders must ensure that an Environmental Specialist is catered for, and realistic timelines are detailed as much as possible as this will be our priority during the designs stage.***

### 7.3 TIME BASED FEES

As per the ECSA Guidelines Bidders will be compensated for traveling and time spent on site during implementation stage of the project over and above the percentage-based fees (Contract Administration and Inspection) including Specialist sub-consultants. Bidders must take into account that the;

- estimated distance from the Engineers Office to Sakhisizwe Local Municipality Offices. (to be provided by Bidder)
- estimated distance from Sakhisizwe Local Municipality to Site Office is 19 km's, **return is 38 km's**
- minimum number of scheduled visits per month during construction is **two (02)**
- estimated duration in months of the project during construction is **6 months**
- the Lump-sum for all sub consultants are deemed to include site visits and required reports

### 7.4 REIMBURSEMENT EXPENSES

**Expenses and costs:** Subject to ECSA Guidelines, Bidders may recover from the client; all expenses actually incurred by the consulting engineer and members of the consulting engineer staff in rendering their services, all other costs incurred on behalf of and with approval of the client.

**Recoverable expenses include:** Travelling expenses for the conveyance of the consulting engineer or a member of the consulting engineer's staff and the Travelling time on the basis of the submitted rate for all time spent in travelling by the consulting engineer or members of his or her staff.

Agreed costs of typing, production, copying and binding of contract documents, prequalification documents, feasibility reports, preliminary design reports, final reports and manuals, excluding general correspondence, minor reports, contractual reports, progress reports, etc.

Bidders will also be required to compile tender documents for contractors during stage 4 (Documentation and Procurement) and also avail themselves during briefings and closings it is therefore important not to under-estimate the cost of this section.

A lump sum or percentage of the cost of REIMBURSEMENT EXPENSES must be determined to cater for all or any of the above.

## C1.1 Form of offer and acceptance

### - Offer

The Employer, identified in the acceptance signature block, has solicited offers to enter into a Contract for the procurement of:

### Provision of Professional Engineer

The Bidder, identified in the offer signature block, has examined the documents listed in the Bid data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of Bid.

By the representative of the Bidder, deemed to be duly authorized, signing this part of this form of offer and acceptance, the Bidder offers to perform all of the obligations and liabilities of the Service Provider under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of Contract identified in the Contract Data.

### 1. THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:

.....

.....Rand(in words); R..... (in figures) (or other suitable wording)

This offer may be accepted by the Employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the Bidder before the end of the period of validity stated in the Bid data, whereupon the Bidder becomes the party named as the Service Provider in the conditions of Contract identified in the Contract Data.

**Signature:** .....

**Name:** .....

**Capacity:** .....

**For the Bidder:**

.....

(Name and address of organization)

**Name and Signature of Witness:**.....

**Date:**.....

## Acceptance

By signing this part of this form of offer and acceptance, the Employer identified below accepts the Bidder's offer. In consideration thereof, the Employer shall pay the Service Provider the amount due in accordance with the conditions of Contract identified in the Contract Data. Acceptance of the Bidder's offer shall form an agreement between the Employer and the Bidder upon the terms and conditions contained in this agreement and in the Contract that is the subject of this agreement.

Deviations from and amendments to the documents listed in the Bid data and any addenda thereto as listed in the Bid schedules as well as any changes to the terms of the offer agreed by the Bidder and the Employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule, which must be signed by the authorised representative(s) of both parties.

The Bidder shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of Contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the Bidder receives one fully completed, signed copy of this document, including the schedule of deviations (if any). Unless the Bidder (now Service Provider) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding Contract between the parties.

**Signature(s):** .....

**Name(s)**.....

**Capacity:**.....

**For the Employer**

\_\_\_\_\_  
(Name and address of organization)

Name and Signature of Witness:..... Date: .....

Bidder  
Witness2

Witness 1

Witness 2

Employer



Witness 1

	<p><b><i>Restricted bidders List</i></b></p> <p>Thereafter tenderers will be checked against the list of restricted bidders at National Treasury. The Municipality is not required by Treasury to award tenders to bidders who are on the restricted bidders list.</p>
	<p><b>Acceptance of Tender Offers</b></p> <p>The employer will accept the tender offer, if it is in the opinion of the employer, it does not present any unacceptable commercial risk and only if the tenderer;</p> <ul style="list-style-type: none"> <li>a) Is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,</li> <li>b) Can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,</li> <li>c) Has the legal capacity to enter into the contract,</li> <li>d) Is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,</li> <li>e) Complies with the legal requirements, if any, stated in the tender data, and</li> <li>f) Is able, in the opinion of the employer, to perform the contract free of conflicts of interest.</li> </ul>

Bidder  
Witness2

Witness 1

Witness 2

Employer



Witness 1





**BID NO.: SLM/SCM/60/2024/2025**

**APPOINTMENT OF A PROFESSIONAL SERVICES FOR PAVING OF MASIMINI INTERNAL  
STREETS**

**PART T.1.3.**

**STANDARD CONDITIONS TO TENDER**

**SAKHISIZWE LOCAL MUNICIPALITY****BID NO.: SLM/SCM/60/2024/2025****APPOINTMENT OF A PROFESSIONAL SERVICES FOR PAVING OF MASIMINI INTERNAL STREETS****T1.3 STANDARD CONDITIONS OF TENDER****TABLE OF CONTENTS**

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**F.1 General**

### F.1.1 Actions

**F.1.1.1** The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

**F.1.1.2** The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

**Note:**

- 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.
- 2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

**F.1.1.3** The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

### F.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

### F.1.3 Interpretation

**F.1.3.1** The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

**F.1.3.2** These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

**F.1.3.3** For the purposes of these conditions of tender, the following definitions apply:

- a) **conflict of interest** means any situation which:
  - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
  - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
  - iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) **comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis

- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body
- f) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

#### **F.1.4 Communication and employer's agent**

Each communication between the employer and a tenderer shall be to or from the Chairperson of the Evaluation Committee and in a form, that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

#### **F.1.5 The employer's right to accept or reject any tender offer**

**F.1.5.1** The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

**F.1.5.2** The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

#### **F.1.6 Procurement procedures**

##### **F.1.6.1 General**

Unless otherwise stated in the tender data, a contract will, subject to F.3.13, be concluded with the tenderer who in terms of F.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

##### **F.1.6.2 Competitive negotiation procedure**

**F.1.6.2.1** Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

**F.1.6.2.2** All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated

information. Notwithstanding the provisions of F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

**F.1.6.2.3** At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

**F.1.6.2.4** The contract shall be awarded in accordance with the provisions of F.3.11 and F.3.13 after tenderers have been requested to submit their best and final offer.

### **F.1.6.3 Proposal procedure using the two stage-system**

#### **F.1.6.3.1 Option 1**

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

#### **F.1.6.3.2 Option 2**

**F.1.6.3.2.1** Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

**F.1.6.3.2.2** The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

## **F.2 Tenderer's obligations**

### **F.2.1 Eligibility**

**F.2.1.1** Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

**F.2.1.2** Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

### **F.2.2 Cost of tendering**

Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

### **F.2.3 Check documents**

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

**F.2.4 Confidentiality and copyright of documents**

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

**F.2.5 Reference documents**

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

**F.2.6 Acknowledge addenda**

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

**F.2.7 Clarification meeting**

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

**F.2.8 Seek clarification**

Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.

**F.2.9 Insurance**

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

**F.2.10 Pricing the tender offer**

**F.2.10.1** Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

**F.2.10.2** Show VAT payable by the employer separately as an addition to the tendered total of the prices.

**F.2.10.3** Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

**F.2.10.4** State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

**F.2.11 Alterations to documents**

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer.

All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

## **F.2.12 Alternative tender offers**

**F.2.12.1** Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

**F.2.12.2** Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

## **F.2.13 Submitting a tender offer**

**F.2.13.1** Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

**F.2.13.2** Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

**F.2.13.3** Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

**F.2.13.4** Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

**F.2.13.5** Seal the original of the tender offer as separate packages marking the packages as "ORIGINAL". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

**F.2.13.6** Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

**F.2.13.7** Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

**F.2.13.8** Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

**F.2.13.9** Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

## **F.2.14 Information and data to be completed in all respects**

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

#### **F.2.15 Closing time**

**F.2.15.1** Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

**F.2.15.2** Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

#### **F.2.16 Tender offer validity**

**F.2.16.1** Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

**F.2.16.2** If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

**F.2.16.3** Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

**F.2.16.4** Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".

#### **F.2.17 Clarification of tender offer after submission**

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

**Note:** Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

#### **F.2.18 Provide other material**

**F.2.18.1** Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

**F.2.18.2** Dispose of samples of materials provided for evaluation by the employer, where required.

#### **F.2.19 Inspections, test and analysis**

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.



**F.2.20 Submit securities, bonds, policies, etc.**

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

**F.2.21 Check final draft**

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

**F.2.22 Return of other tender documents**

If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.

**F.2.23 Certificates**

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

**F.3 The employer's undertakings****F.3.1 Respond to requests from the tenderer**

**F.3.1.1** Unless otherwise stated in the tender Data respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

**F.3.1.2** Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

**F.3.2 Issue addenda**

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.

**F.3.3 Return late tender offers**

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

**F.3.4 Opening of tender submissions**

**F.3.4.3** Make available the record of the submitted bids after the closing time and date.

**F.3.5 Two-envelope system**

**F.3.5.1** Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

**F.3.5.2** Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

**F.3.6 Non-disclosure**

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

**F.3.7 Grounds for rejection and disqualification**

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

**F.3.8 Test for responsiveness**

**F.3.8.1** Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

**F.3.8.2** A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

**F.3.9 Arithmetical errors, omissions and discrepancies**

**F.3.9.1** Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

**F.3.9.2** Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
  - i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
  - ii) the summation of the prices.

**F.3.9.3** Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

**F.3.9.4** Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

**F.3.10 Clarification of a tender offer**

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

MBD1:

**PART A-  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (SAKHISIZWE LOCAL MUNICIPALITY)</b>					
<b>BID NUMBER:</b>	SLM/SCM/60/2024/2025	<b>CLOSING DATE:</b>	20 JUNE 2025	<b>CLOSING TIME:</b>	12h00
<b>DESCRIPTION</b>	<b>APPOINTMENT OF A PROFESSIONAL SERVICES FOR PAVING OF MASIMINI INTERNAL STREETS</b>				
<b>Bid No:</b>	SLM/SCM/60/2024/2024				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
<b>Sakhisizwe Local Municipality</b>					
<b>15 MACLEAR ROAD, ELLIOT, 5460</b>					
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes  <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT  <input type="checkbox"/> Yes  <input type="checkbox"/> No		
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES, ANSWER PART B:3 ]
TOTAL NUMBER OF ITEMS OFFERED			TOTAL AMOUNT		
TOTAL AMOUNT IN WORDS					
SIGNATURE OF BIDDER			DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>			<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>		
DEPARTMENT	Supply Chain Management		DEPARTMENT	Technical Services	
CONTACT PERSON	Tofile Yandiswa		CONTACT PERSON	Lwando Tyobeka	
TELEPHONE NUMBER	(045) 931 1011		TELEPHONE NUMBER	(045) 931 1011	
FACSIMILE NUMBER	(045) 931 1361		FACSIMILE NUMBER	(045) 931 1361	
E-MAIL ADDRESS	tofileym@gmail.com		E-MAIL ADDRESS	pmutech.sakhisizwe@gmail.com	

**MBD: PART B  
TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	<b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE</b>
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4	FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
2.5	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.6	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.7	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>	
3.1.	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.3.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.4.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.5.	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.  
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

DATE: .....



## **MBD 2**

### **1. TAX CLEARANCE CERTIFICATE REQUIREMENTS**

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

1. In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).
6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).

#### **2.1 SARS APPLICATION FOR TCC MBD**

**BID NO.: SLM/SCM/60/2024/2025**

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**APPOINTMENT OF A PROFESSIONAL SERVICES FOR PAVING OF PHELANDABA  
INTERNAL STREETS**

**PART T.2**

**RETURNABLE SCHEDULES**

**SAKHISIZWE LOCAL MUNICIPALITY****BID NO.: SLM/SCM/60/2024/2025****APPOINTMENT OF A PROFESSIONAL SERVICES PAVING OF MASIMINI INTERNAL  
STREETS****Returnable Documents and Schedules**

- T2.1 List of Returnable documents**  
**T2.2 Returnable Documents**

**T 2.1 List of Returnable Documents and Schedule****Contents**

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**SECTION A:**

FORMS TO BE COMPLETED FOR EVALUATION AND COMPLIANCE PURPOSES AND MAY CARRY AUTOMATIC DIQUALIFICATION IF NOT FULLY COMPLETED.

**SAKHISIZWE LOCAL MUNICIPALITY****APPOINTMENT OF A PROFESSIONAL SERVICES FOR PAVING OF MASIMINI INTERNAL STREETS****T2.2 RETURNABLE DOCUMENTS**

**RETURNABLE DOCUMENT REQUIRED FOR TENDER EVALUATION AND COMPLIANCE PURPOSES AND MAY CARRY AUTOMATIC DISQUALIFICATION IF NOT FULLY COMPLETED**

**FORM A: COMPULSORY ENTERPRISE QUESTIONNAIRE**

Indicate the type of the entity tendering with X;

<b>Sole Proprietary</b>	
<b>Close Corporation</b>	
<b>Company</b>	
<b>Joint Venture</b>	

1. **Name of Tendering Entity:**

.....

2. **Particulars of sole proprietors, partners in partnership or members enterprise of JV:**

(a) For Sole Proprietors or partners in partnership

<b>No</b>	<b>Name and Surname</b>	<b>Identity Number</b>	<b>% Owned</b>	<b>Black or Non-Black</b>
<b>1</b>				
<b>2</b>				
<b>3</b>				
<b>4</b>				

(b) For Joint Ventures

No	Name of Members of JV	% Owned	Black or Non-Black
1			
2			
3			
4			

**3. Particulars of Tendering Entity (Sole Proprietors or Partnership)**

Company Registration Number:

.....

Close Corporation Number:

.....

Tax reference Number:

.....

**4. Particulars of Tendering Entity (JV)**

**Member 1**

Company Registration Number:

.....

Close Corporation Number:

.....

Tax reference Number:

.....

**Member 2**

Company Registration Number:

.....

Close Corporation Number:

.....

Tax reference Number:

.....

**Member 3**

Company Registration Number:

.....

Close Corporation Number:

.....

Tax reference Number:

.....

**Member 4**

Company Registration Number:

.....

Close Corporation Number:

.....

Tax reference Number:

.....

**ATTACH THE FOLLOWING DOCUMENTS**

For Closed Corporations

- CK1 or CK2 as applicable (Founding Statement)
- Certified ID Copies of Members of Tendering Entity

For JV's

- JV Agreement
- CK 1 or CK 2 for Close Corporation

For Companies

- Audited Shareholder's Certificate
- Certified ID Copies for members of the tendering entity
- All shareholders of the tendering entity.

Name of Tenderer: ..... Date:

.....

Signature:..... Position:

.....

Full name of signatory:

.....

**SAKHISIZWE LOCAL MUNICIPALITY**

**BID NO.: SLM/SCM/60/2024/2025**

---

**APPOINTMENT OF A PROFESSIONAL SERVICES FOR PAVING OF MASIMINI INTERNAL STREETS**

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**T2.2 RETURNABLE DOCUMENTS**

**RETURNABLE DOCUMENT REQUIRED FOR TENDER EVALUATION AND COMPLIANCE PURPOSES AND MAY CARRY AUTOMATIC DISQUALIFICATION IF NOT FULLY COMPLETED**

**FORM B: DECLARATION OF INTEREST**

**DECLARATION OF INTEREST**

1. No bid will be accepted from persons in the service of the state\*.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favoritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Full Name: .....

3.2 Identity Number: .....

3.3 Company Registration Number: .....

3.4 Tax Reference Number: .....

3.5 VAT Registration Number: .....

3.6 Are you presently in the service of the state\* **YES / NO**

3.6.1 If so, furnish particulars:

3.7 Have you been in the service of the state for the past twelve months? **YES / NO**

3.7.1 If so, furnish particulars.

.....  
 .....

3.8 Do you, have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?.....  
**YES/NO**

3.8.1 If so, furnish particulars.

.....  
 .....

3.9 Are you, aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?.....  
**YES/NO**

3.9.1 If so, furnish particulars

.....  
 .....

3.10 Are any of the company's directors, managers, principle **YES / NO**  
 shareholders or stakeholders in service of the state?

3.10.1 If so, furnish particulars.

.....  
 .....

---

\* MSCM Regulations: "in the service of the state" means to be –

- (a) a member of –
  - (i) any municipal council;
  - (ii) any provincial legislature; or
  - (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

3.11 Are any spouse, child or parent of the company's directors, managers, principle shareholders or stakeholders in service of the state?  
**YES / NO**

3.11.1 If so, furnish particulars.

.....

.....

**CERTIFICATION**

I, the undersigned (name).....certify that the information furnished on this declaration form is correct and I accept that the state may act against me should this declaration prove to be false.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

**FORM C: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL  
PROCUREMENT REGULATIONS 2022**

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL  
PROCUREMENT REGULATIONS 2022**

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

**NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022**

**1. GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 **To be completed by the organ of state**

*(delete whichever is not applicable for this tender).*

- a) The applicable preference point system for this tender is the **90/10** preference point system.
- b) The applicable preference point system for this tender is the **80/20** preference point system.
- c) Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	
SPECIFIC GOALS	



<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>
--	------------

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

#### 3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

**80/20**

**or**

**90/10**

$$Ps = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right) \text{ or } Ps = 90 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

### 3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

#### 3.2.1. POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{Ps} = \mathbf{80} \left( \mathbf{1} + \frac{\mathbf{Pt} - \mathbf{P_{max}}}{\mathbf{P_{max}}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left( \mathbf{1} + \frac{\mathbf{Pt} - \mathbf{P_{max}}}{\mathbf{P_{max}}} \right)
 \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

### 4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

**Table 1: Specific goals for the tender and points claimed are indicated per the table below.**

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Required document to claim preference points
<b>Women Owned Company</b>		02 Points	CSD Report/ Certified I.D of Directors
<b>Locality</b>		08 Points	CSD Report/ Rate Clearance/ Proof of Address
<b>Youth Owned Company</b>		08 Points	CSD Report/ Letter from Dr Confirming disability
<b>Black Owned Company</b>		02 Points	CSD Report/Certified I.D Copy of Director

#### **LOCALITY**

Locality of supplier	Number of Points for Preference (80/20)
Within the boundaries of Sakhisizwe Local Municipality	08 Points
Within the boundaries of Chris Hani District	06 Points
Within the boundaries of the Eastern Cape	04 Points
Outside the boundaries of the Eastern Cape/ within South Africa	02 Points
Outside South Africa or Failure to provide proof	0 Points

## DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:  
.....

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
  - ☐ One-person business/sole propriety
  - ☐ Close corporation
  - ☐ Public Company
  - ☐ Personal Liability Company
  - ☐ (Pty) Limited
  - ☐ Non-Profit Company
  - ☐ State Owned Company
- [TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi*

- alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:	.....
DATE:	.....
ADDRESS:	.....
	.....
	.....
	.....

## FORM D: CONTRACT FORM - PURCHASE OF GOODS/SERVICES

### 1. CONTRACT FORM - PURCHASE OF GOODS/SERVICES

**THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.**

### 2. PART 1 (TO BE FILLED IN BY THE BIDDER)

3. I hereby undertake to supply all or any of the goods and/or services described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
4. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Proof of Tax Compliance Status;
    - Pricing schedule(s);
    - Technical Specification(s);
    - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
5. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
6. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
7. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
8. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

#### WITNESSES

1 .....

2. ....

— — —

## FORM E: CONTRACT FORM - RENDERING OF SERVICES

### 9. CONTRACT FORM - RENDERING OF SERVICES

**THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.**

### 10. PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

11. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
12. The following documents shall be deemed to form and be read and construed as part of this agreement:
- (iv) Bidding documents, viz
    - Invitation to bid;
    - Proof of tax compliance status;
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
    - Declaration of interest;
    - Declaration of Bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (v) General Conditions of Contract; and
  - (vi) Other (specify)
13. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
14. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
15. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
16. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

#### WITNESSES

1 .....

.....

2 .....

.....

## SAKHISIZWE LOCAL MUNICIPALITY

BID NO.: SLM/SCM/60/2024/2025

---

**APPOINTMENT OF A PROFESSIONAL SERVICES FOR PAVING OF MASIMINI INTERNAL STREETS**


---

**RETURNABLE DOCUMENT REQUIRED FOR TENDER EVALUATION AND COMPLIANCE PURPOSES AND MAY CARRY AUTOMATIC DISQUALIFICATION IF NOT FULLY COMPLETED**

<b>FORM F: PAST SUPPLY CHAIN MANAGEMENT PRACTICES</b>
---

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
  - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
  - b. been convicted for fraud or corruption during the past five years;
  - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
  - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? <b>or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audit alter am partem</i> rule was applied).</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>(To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>



4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
<b>Item</b>	<b>Question</b>	<b>Yes</b>	<b>No</b>
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

**CERTIFICATION****I, THE UNDERSIGNED (FULL NAME)**

.....**CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

Signature : .....

Date : .....

Position: .....

Name of the Bidder.....

**SAKHISIZWE LOCAL MUNICIPALITY**

**BID NO.: SLM/SCM/60/2024/2025**

---

**APPOINTMENT OF A PROFESSIONAL SERVICES FOR PAVING OF MASIMINI INTERNAL STREETS**

---

**T2.2 RETURNABLE DOCUMENTS**

**RETURNABLE DOCUMENT REQUIRED FOR TENDER EVALUATION AND COMPLIANCE PURPOSES AND MAY CARRY AUTOMATIC DISQUALIFICATION IF NOT FULLY COMPLETED**

**FORM G: CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Form must form part of all bids<sup>1</sup> invited.
  
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
  
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. take all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
  
- 4 This Form serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
  
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

## **CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Municipality / Municipal Entity)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

- (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

**SAKHISIZWE LOCAL MUNICIPALITY**

**BID NO.: SLM/SCM/60/2024/2025**

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**APPOINTMENT OF A PROFESSIONAL SERVICES FOR PAVING OF MASIMINI INTERNAL STREETS**

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**T2.2 RETURNABLE DOCUMENTS**

**RETURNABLE DOCUMENT REQUIRED FOR TENDER EVALUATION AND COMPLIANCE PURPOSES AND MAY CARRY AUTOMATIC DISQUALIFICATION IF NOT FULLY COMPLETED**

**FORM H: AUTHORITY OF SIGNATORY**

Details of person responsible for tender process:

Name :	
Contact number :	
Office address :	

Signatories for Tendering Entity shall confirm their authority to do so by attaching a **duly signed and dated original or certified copy on the Company Letterhead** of the relevant resolution of their members or their board of directors, as the case may be.

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**T2.2 RETURNABLE DOCUMENTS**

**RETURNABLE DOCUMENT REQUIRED FOR TENDER EVALUATION AND COMPLIANCE PURPOSES AND MAY CARRY AUTOMATIC DISQUALIFICATION IF NOT FULLY COMPLETED**

**FORM I: FINANCIAL REFERENCES**

**1. DETAILS OF TENDERERS BANKING INFORMATION**

I/We hereby authorise the Employer to approach all or any of the following banks for the purposes of obtaining a financial reference:

<b>BANK NAME:</b>									
<b>ACCOUNT NAME: (e.g. ABC Civil Consulting)</b>									
<b>ACCOUNT TYPE: (e.g. Savings, Cheque etc)</b>									
<b>ACCOUNT NO:</b>									
<b>ADDRESS OF BANK:</b>									
<b>CONTACT PERSON:</b>									
<b>TEL. NO. OF BANK / CONTACT:</b>									
<b>How long has this account been in existence:</b>	<table border="1"> <tr> <td>0-6 months</td> <td></td> </tr> <tr> <td>7-12 months</td> <td></td> </tr> <tr> <td>13-36 MONTHS</td> <td></td> </tr> <tr> <td>More than 36 MONTHS</td> <td></td> </tr> </table> <p>(Tick which is appropriate)</p>	0-6 months		7-12 months		13-36 MONTHS		More than 36 MONTHS	
0-6 months									
7-12 months									
13-36 MONTHS									
More than 36 MONTHS									

**2. Authorised bank account details**

I/We hereby authorise the Employer to process all payments due to us through EFT direct to the banking details provided above.

Name of Tenderer: .....Date: .....

Signature: .....Full name of signatory:.....

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<b>T2.2    RETURNABLE DOCUMENTS</b>
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**RETURNABLE DOCUMENT REQUIRED FOR TENDER EVALUATION AND COMPLIANCE PURPOSES AND MAY CARRY AUTOMATIC DISQUALIFICATION IF NOT FULLY COMPLETED**

<b>FORM J: MUNICIPAL ACCOUNT OR LEASE AGREEMENT</b>
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- a) Tenderers are required to submit a municipal account bearing the Tenderer's Entity's name as proof of payment of municipal services which is not older than 3 months at tender closure date.
- b) **For Joint Ventures**, Tenderers are requested to submit Municipal Statement Account for each member of the JV and conditions of Lease agreement are stipulated below (c)
- c) Conditions for Lease agreement;
  - (i) In case tenderers lease office space from the landlord via the estate agency, tenderers are requested to submit the said lease agreement together with the Municipal Statement Account bearing the Name of the Lessor.
  - (ii) The Same Lessor's Company name and the must appear on both the Lease Agreement and Municipal Statement Account.
  - (iii) The Lessee's Entity name must appear on the Lease Agreement.

Name of Tenderer: .....Date: .....

Signature : ..... Full name of signatory:.....

**SAKHISIZWE LOCAL MUNICIPALITY**

**BID NO. SLM/SCM/60/2024/2025**

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**APPOINTMENT OF A PROFESSIONAL SERVICES FOR PAVING OF MASIMINI INTERNAL  
STREETS**

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<b>T2.2    RETURNABLE DOCUMENTS</b>
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**RETURNABLE DOCUMENT REQUIRED FOR TENDER EVALUATION AND COMPLIANCE  
PURPOSES AND MAY CARRY AUTOMATIC DISQUALIFICATION IF NOT FULLY  
COMPLETED**

<b>FORM K: DECLARATION OF GOOD STANDING REGARDING TAX</b>
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Tenderers taxes must be in order before they be considered for evaluation, tenderers are therefore requested to complete the attached form and submit it to SARS to enable SARS to issue original Tax Clearance certificate which must be submitted by the tenderer together with this tender.

For Joint Ventures, Tenderers are requested to submit Original Tax clearance Lease agreement for each member of the Joint Venture.

Only original Tax clearance certificate will be accepted by the employer.

Name of Tenderer: .....Date: .....

Signature: ..... Full name of signatory: .....





**SECTION B: OTHER RETURNABLE DOCUMENTS REQUIRED FOR EVALUATION AND  
SCORING PURPOSES**

**SAKHISIZWE LOCAL MUNICIPALITY**

**BID NO.: SLM/SCM/60/2024/2025**

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**APPOINTMENT OF A PROFESSIONAL SERVICES FOR PAVING OF MASIMINI INTERNAL  
STREETS**

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<b>T2.2    RETURNABLE DOCUMENTS</b>
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**RETURNABLE DOCUMENT REQUIRED FOR TENDER EVALUATION AND SCORING  
PURPOSES**

## SAKHISIZWE LOCAL MUNICIPALITY

BID NO.: SLM/SCM/60/2024/2025

## A APPOINTMENT OF A PROFESSIONAL SERVICES FOR PAVING OF MASIMINI INTERNAL STREETS

## FORM G: TRACK RECORD, EXPERIENCE AND UNDERSTANDING MUNICIPAL ENVIRONMENT

## 1. Years of Experience

*Tenderers must indicate the total number of years of experience in a Municipal Environment by completion the table below;*

<b>Description</b>	<b>Number of years</b>
Total Number of Years' experience as a firm in a Municipal Environment	

## 2. Completed Projects

*Tenderers are requested to provide 5 projects previously involved with in a municipal environment by completing the table below*

No	Name and Description of the Project	Value in Rands R'000	Date		Employer		
			Assigned	Completed	Name of employer	Contact Person	
						Name and Surname	Tel. No
1.							
2.							
3.							

No	Name and Description of the Project	Value in Rands R'000	Date		Employer		
			Assigned	Completed	Name of employer	Contact Person	
						Name and Surname	Tel. No
4.							
5.							

**Tenderers must attach copies of completion certificates**

Name of Tenderer : .....Date: ..... Full name of signatory:.....

Signature : .....Position: .....



## **SECTION C: OTHER RETURNABLES REQUIRED FOR NON-EVALUATION PURPOSES**

**SAKHISIZWE LOCAL MUNICIPALITY**

**BID NO.: SLM/SCM/60/2024/2025**

**APPOINTMENT OF A PROFESSIONAL SERVICES FOR PAVING OF MASIMINI INTERNAL STREETS**

**T2.2    RETURNABLE DOCUMENTS**

**RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES**

**FORM B: RECORD OF ADDENDA TO TENDER**

We confirm that the following communication received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	Date	Title of Details
1		
2		
3		
4		
5		
6		
7		

---

<b>8</b>		
<b>9</b>		
<b>10</b>		

Name of Tenderer : .....Date: .....

Signature : .....Position: .....

Full name of signatory: .....

## BILL OF QUANTITIES

Where the cost of the works:		Primary Fee	Secondary Fee	Cost of the Project	Primary	Secondary	Amount
Exceeds	But does not exceed						
R 850 000,00	R 1 899 000,00	R 106 300,00	15,0%				
R 1 899 000,00	R 9 347 000,00	R 237 400,00	12,0%	R6 300 000,00			
R 9 347 000,00	R 19 066 000,00	R 982 400,00	10,5%				
R 19 066 000,00	R 47 372 000,00	R 1 857 000,00	9,5%				
R 47 372 000,00	R 94 960 000,00	R 4 121 400,00	7,0%				
R 94 960 000,00	R 572 000 000,00	R 7 065 000,00	6,5%				
R 572 000 000,00		R 33 233 200,00	6,0%				

### A. Normal Services

Stage of Services	Percentage	Amount
Inception	5%	
Concept and Viability	25%	
Design Development	25%	
Documentation and Procurement	25%	
Contract Administration and Inspection	15%	
Close-Out	5%	
SUB-TOTAL (A)		

### B. Fees for Additional Services

Construction Duration	10
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Service	Unit	Rate	Mark Up (Max 10%)	Amount
1. Occupational Health and Safety Agent	Lump Sum			
2. Environmental services	Lump Sum			
3. Surveying	Lump Sum			
4. Geotechnical Services	Lump Sum			
5. Construction Monitoring - Level 3	Prov. Sum	R200 000		
			SUB-TOTAL (B)	

C. Time Based Fees

		Construction Duration		10		
		Km's				
		Km's				
Person	Unit	Quantity	Rate	Month	No. of	Amount
SUB-TOTAL (C)						

D. Expenses

Lump Sum	Mark Up (Max 10%)	Amounts

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	SUB-TOTAL (D)	

SUB-TOTAL (A+B+C+D)	
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VAT @15%	
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OFFER TOTAL	
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